

EXHIBIT "1"

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Joan Pasini,

No. 1:17-cv-01812

Plaintiff,

v.

Godiva Chocolatier, Inc. (d/b/a Godiva),

Defendant.

OFFER OF JUDGMENT

To: Plaintiff Joan Pasini and her attorneys Sameer Birring, Birring Law Firm, Suite 134, 43 West 43rd Street, New York, NY 10036; and Chant Yedalian, Chant & Company, A.P.L.C., 1010 North Central Avenue, Glendale, CA 91202.

1. Pursuant to Federal Rule of Civil Procedure 68, Defendant Godiva Chocolatier, Inc. (“Godiva”), hereby offers to allow a judgment to be taken against Godiva in favor of Plaintiff Joan Pasini for—
 - (a) the sum of \$5,500, plus
 - (b) the reasonable costs and reasonable attorneys’ fees incurred by Ms. Pasini in this action up to the time when this offer is accepted, plus the costs and reasonable attorneys’ fees in connection with any motion establishing the amount of the costs and reasonable fees incurred in this action.
2. Within 21 days after acceptance of this offer, Ms. Pasini’s attorneys will serve upon Godiva’s attorneys their claim for the costs and reasonable attorneys’ fees that Ms. Pasini has incurred in this action, in the form of a motion under Federal Rule of Civil Procedure 54(d), including any appropriate supporting

documentation (the “Motion”). If within 30 days after service of the Motion, the Parties do not reach an agreement upon the amount of court costs and reasonable attorneys’ fees to which Ms. Pasini’s attorneys are entitled, then (1) Godiva and/or Ms. Pasini shall thereafter file with the Court this Offer Of Judgment together with Ms. Pasini’s written notice of acceptance of this Offer of Judgment, and (2) Ms. Pasini shall thereafter file her Motion for the Court’s determination and the Court shall determine the amount of attorneys’ fees and costs to award Ms. Pasini’s attorneys. Godiva shall not dispute, contest, oppose or otherwise argue that any federal court lacks subject matter jurisdiction over this matter. If, however, any federal court *sua sponte* or otherwise determines that it does not have subject matter jurisdiction over any portion of this matter, including but not limited to the determination of attorneys’ fees and/or costs to award Ms. Pasini’s attorneys, Godiva agrees that this matter shall then continue to be litigated in New York state court and the New York state court shall determine the amount of attorneys’ fees and costs to award Ms. Pasini’s attorneys.

3. Consistent with and subject to the provisions of paragraph 2, above, any judgment resulting from acceptance of this offer includes and extinguishes all damages, costs, fees, and other liability arising in connection with Ms. Pasini’s claims against Godiva in this action.
4. This offer is made for the purpose of compromising, settling, and resolving certain disputed claims and issues, and for the purpose of avoiding a trial whose expense may exceed the amount in controversy. This offer does not operate as an admission of any liability. By accepting this offer, Ms. Pasini understands that

- Godiva is paying to compromise, settle, and resolve certain disputed causes of action, claims, demands, and rights, but does not admit that it is liable for any such cause of action, claim, demand, or right.
5. This offer expires 14 days after being served unless, within 14 days after being served, Ms. Pasini serves written notice accepting the offer.

July 25, 2017.

DYKEMA GOSSETT PLLC

/s/ Brian Melendez

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